

PROPERTY ACQUISITION AGREEMENT effective as of the 7th day of September, 2011.

BETWEEN:

GIMUS RESOURCES INC., a corporation duly incorporated under the laws of Canada with its head office located at 1002 Sherbrooke Street West, 28th Floor, Montreal, QC H3A 3L6;

(“**Gimus**”)

AND :

JOURDAN RESOURCES INC., a corporation duly incorporated under the laws of Canada with its head office located at 866, 3e Av., Val d’Or, QC J9P 1T1;

(“**Jourdan**”)

WHEREAS:

- A. Jourdan owns all rights, titles and interest in and to the Property, all appurtenances thereto and all data and information related thereto, free and clear of any lien, claim or encumbrance, except as provided hereinafter.
- B. Gimus wishes to acquire and Jourdan wishes to sell all its rights, titles and interests in and to the Property in accordance with the terms and conditions herein.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER SET OUT, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the following terms will, except where inconsistent with the context, have the following meanings:

“**Agreement**” means this property acquisition agreement, together with the schedules attached hereto, as amended, supplemented or restated from time to time.

“**Applicable Law**” means, with respect to any person, property, transaction, event or other matter, any existing law, rule, statute, regulation, order, judgment, decree, treaty, grant, concession, franchise, licence or other requirement of any federal, regional, state, provincial, local, municipal, or international governmental or non-governmental body having the force of law (collectively, the “**Law**”) relating or applicable to such person, property, transaction, event or other matter. Applicable Law also includes, where appropriate, any existing formal and binding interpretation of the Law (or any part thereof) by any person having jurisdiction over it, or charged with its administration or interpretation.

“**Approval Date**” means the date which is the first Business Day after the date that the TSXV issues its written acceptance of this Agreement and the transactions contemplated thereby.

“*AMF*” means the Autorité des marchés financiers.

“*Business Day*” means a day, excluding a Saturday or Sunday, on which banks in Montréal, Québec are generally open for ordinary banking business.

“*Confidential Information*” of a Party at any time means all information relating to the business, affairs, financial condition, assets, operations, prospects, trade secrets and other data in respect of such Party or any of its affiliates which,

- (a) at the time is of a confidential nature (whether or not specifically identified as confidential) and is known or should be known by each other Party or its Representatives as being confidential, and
- (b) has been or is from time to time made known to or is otherwise learned by any other Party or its Representatives as a result of the matters provided for in this Agreement, including all notes, analyses, compilations, evaluations, studies, maps, computer programs or data or other documentation or information whatsoever relating to the Party, or prepared by the recipient, its Representatives or others containing or based upon, in whole or in part, such information and all non-public information obtained by visiting the facilities of the Party or its affiliates; but not including any information that at such time:
 - (i) has become generally available to the public other than as a result of a disclosure by the other Party or any of its Representatives;
 - (ii) was rightly available to the other Party or its Representatives on a non-confidential basis before the date of this Agreement; or
 - (iii) becomes rightly available to the other Party or its Representatives on a non-confidential basis from a person other than the first-mentioned Party or any of its Representatives who is not, to the knowledge of such other Party or its Representatives, otherwise bound by confidentiality obligations to such first-mentioned Party in respect of such information or otherwise prohibited from transmitting the information to the other Party or its Representatives;

“*Encumbrance*” means any interest or equity of any person (including any right to acquire, option or right of pre-emption or first offer or first refusal) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or other security agreement or arrangement or any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership, royalty, carried interest, deferred obligation or similar right or encumbrance.

“*Environmental Laws*” means all requirements of the common law or of environmental, health or safety statutes, regulations, rules, ordinances, policies, orders, approvals, notices, licenses, permits or directives of any federal, territorial, provincial or local judicial, regulatory or administrative agency, board or governmental authority including, but not limited to those relating to: (i) noise; (ii) pollution or protection of the air, surface water, ground water or land; (iii) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation; (iv) exposure to hazardous or toxic substances; or (v) the closure, decommissioning, dismantling or abandonment of any facilities, mines or workings and the reclamation or restoration of any lands.

“Force Majeure” means acts of God and of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and orders of courts or other lawful authorities, civil disturbances, Government and military actions, strikes, and any other causes not within the control of the party claiming a suspension, which by the exercise of due diligence, such party will not be able to avoid or overcome.

“Party” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns.

“Property” means the 30 claims constituting the Johann-Beetz property located in the Province of Quebec as more particularly described in Schedule A.

“Representatives” with respect to any Party means its affiliates and its and their respective directors, officers, employees, agents, counsel, consultants and other representatives and advisers.

“TSXV” means the TSX Venture Exchange.

2. **CONSIDERATION**

In consideration of the acquisition of Jourdan’s 100% right, title and interest in and to the Property, Gimus will issue to Jourdan:3,000,000 common shares in the capital of Gimus (the **“Consideration”**);

3. **TITLE**

Jourdan will transfer or cause to transfer all registered title to the Property to Gimus or Gimus’s agent or nominee immediately upon receipt of the Consideration. Jourdan will do all such things and execute all such documents, or letters or notifications, or cause to do all such things and execute all such documents, or letters or notifications, as are necessary to transfer all legal title to the Property to Gimus or Gimus’s agent or nominee.

4. **REPRESENTATIONS AND WARRANTIES**

4.1 **Mutual Representations and Warranties of the Parties.** Gimus and Jourdan hereby represent and warrant to each other as follows:

- (a) **Due Authorization.** It has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement have been duly authorized by all necessary action on its part.
- (b) **Enforceability of Obligations.** This Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation of it enforceable against it in accordance with its terms, subject to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally and to the extent that equitable remedies such as specific performance and injunction are only available in the discretion of the court from which they are sought.
- (c) **No Conflict.** The execution, delivery and performance of this Agreement by it do not and will not constitute a breach or violation of the provisions of its constating documents or any contract, agreement or instrument to which it is a party or by

which it is bound or any Applicable Law.

4.2 **Representations and Warranties of Jourdan.** Jourdan represents and warrants to Gimus that:

- (a) **Title.** Jourdan holds a 100% interest in the Property, free and clear of any lien, claim or encumbrance, and has good and sufficient right, power and authority to enter into and deliver this Agreement and to perform the transactions contemplated hereby, and the provisions hereof constitute legal, valid and binding obligations of Jourdan enforceable in accordance with their terms;
- (b) **Proper Staking:** The Property has been located in accordance with all applicable laws, and in accordance with industry standards and in a good workmanlike manner and are not in conflict with any prior surface rights.
- (d) **Liabilities and Agreements.** Jourdan has no liabilities or material agreements regarding the Property.
- (f) **Filings.** Jourdan has made all required payments and filings under applicable tax legislation relating to the Property and no administrative proceedings, litigation or arbitration is in process, threatened or pending in relation to such taxes.
- (g) **Approvals and consents.** No approvals are required under the laws of any applicable jurisdiction or any third parties for the direct or indirect acquisition of an interest in the Property by Gimus.
- (h) **Information.** All information made available in writing to Gimus regarding the Property and Jourdan is or will be at the time of delivery true and accurate.
- (i) **Good Standing.** Jourdan will maintain the Claims in good standing until completion of the transfer of the Property as set out in this Agreement.
- (j) **Costs and expenses.** All administrative costs related to the Property, including but not limited to taxes and annual payments will be borne by Jourdan until Gimus has acquired the Property as set out in this Agreement.
- (k) **Claims.** The Property is properly and accurately described in Schedule A attached hereto.
- (l) **Environmental Laws.** All past and current operations on and relating to the Property have been or are being carried on in compliance with all applicable federal, provincial and municipal laws, including Environmental Laws.
- (m) **Spills.** There have been no material spills, discharges, leaks, emissions, ejections, escapes, dumpings or other releases of any kind of any toxic or hazardous substances in, on or under the Property or the environment surrounding it.
- (n) **Zoning.** Jourdan is not aware of any restriction on the zoning of the Property or any proposed change to such zoning which would hinder or prohibit Gimus's intended use for exploration and mining activity.
- (o) **Other Agreements.** The operation of the Property is not subject to any written or verbal operating, management, maintenance or other agreement, and Gimus will

not be bound to assume any such contract.

4.3 **Representations and Warranties of Gimus.** Gimus represents and warrants to Jourdan that:

- (a) **Incorporation.** Gimus is a corporation duly incorporated under the laws of its jurisdiction of incorporation and is validly existing and not in default under such laws; and has the requisite corporate power to own and operate its properties and assets and to carry on its business as presently conducted.
- (b) **Liabilities.** Gimus has no liabilities which would prevent it from executing this Agreement.
- (c) **Consent and approvals.** Except for TSXV approval, no approvals are required under the laws of any applicable jurisdiction or from any third parties for the acquisition of the Property by Gimus.
- (d) **Information.** All information made available in writing to Jourdan is or will be at the time of delivery true and accurate, to the best of the knowledge of Gimus.

5. ASSIGNMENT

Gimus may, at its discretion, assign this Agreement with Jourdan's written consent and such consent shall not be unreasonably withheld.

6. AREA OF COMMON INTEREST

- 11.1 The Parties agree to the establishment of an area of common interest which covers all land within 2 kilometers of the boundary of the Property.
- 11.2 In the event that Jourdan would acquire, directly or indirectly, mining permits in the area of common interest, Jourdan must first offer the acquired mining permits to Gimus at staking cost plus 20%. Jourdan will deliver to Gimus notice (the "**Permit Notice**") of such offer. The Permit Notice will specify the consideration to be paid under the acquisition, together with all other terms and conditions of the acquisition. For a period of 30 days following the date of delivery to Gimus of the Permit Notice, Gimus will have the exclusive right to purchase the acquired mining permits for the same consideration and on the same terms and conditions specified in the Permit Notice by giving notice to Jourdan. If Gimus does not give notice to Jourdan within such 30 day period, Jourdan would be free to keep the acquired mining permits and ultimately sell them to a third party.

7. GENERAL TERMS

- 7.1 **Expenses.** Each Party will be responsible for all legal and other expenses incurred by it in connection with the negotiation, preparation, execution, delivery and performance of this Agreement.
- 7.2 **Announcements.** The Parties acknowledge that they may be required to make a public announcement regarding the arrangements contemplated by this Agreement upon execution thereof. If such disclosure is required, the Parties will consult regarding the wording and issuance of public disclosure.
- 7.3 **Confidentiality.** Each Party will and will cause each of its Representatives to hold in

strictest confidence and not use in any manner, other than as contemplated by this Agreement, any Confidential Information of the other Parties during the term of this Agreement. Notwithstanding the foregoing, each Party may disclose Confidential Information to its Representatives or to any third party, provided that it procures that the Representative or proposed third party will be bound by the confidentiality undertakings set out in this Agreement.

7.4 **Indemnification.** Jourdan will indemnify and save harmless Gimus from and against all suits, claims, demands, losses and expenses arising out of operations conducted upon the Property by Jourdan or its contractors prior to the date of this Agreement. Each Party will indemnify and hold the other Parties harmless in respect of any claim, demand, action, cause of action, damage, loss, cost, liability or expense which may be made or brought against any other Party or which such Party may suffer or incur directly or indirectly as a result of, in respect of or arising out of the first Party concurring from any incorrectness in or breach of any representation or warranty contained in this Agreement.

7.5 **No Pledge.** Neither Party can pledge or otherwise encumber its interest in the Property without the written consent of the other Party hereto, including royalties or any other financing instrument.

7.6 **Notices.** Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement will be in writing and will be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by fax or other similar means of electronic communication, in each case to the applicable address first written above

Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day in the place the communication is received and the communication is so delivered, faxed or sent before 4:30 p.m. on such day in the place the communications is received. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following Business Day. Any such communication sent by mail will be deemed to have been given and made and to have been received on the fifth Business Day following the mailing thereof; provided however that no such communication will be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner will be deemed to have been given or made and to have been received only upon actual receipt.

7.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

7.8 **Waiver.** A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by any Party of any default, breach or non-compliance

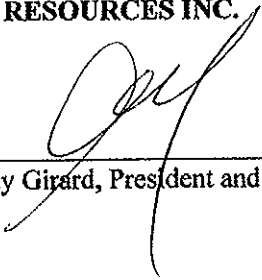
under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

- 7.9 **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
- 7.10 **Further Assurances.** Each Party will promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and matters in connection with this Agreement that the other Party may reasonably require, for the purposes of giving effect to this Agreement.
- 7.11 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.
- 7.13 **Successors and Assigns.** This Agreement will ensure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.
- 7.14 **Regulatory Approval.** This Agreement is subject to acceptance for filing by the TSXV and the parties agree to negotiate in good faith to amend this Agreement in order to obtain acceptance for filing by the TSXV, if so required.
- 7.15 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed form or email form and the Parties adopt any signatures received by a receiving fax machine or email as original signatures of the Parties; provided, however, that any Party providing its signature in such manner will promptly forward to the other Parties an original of the signed copy of this Agreement which was so faxed or emailed.
- 7.16 **Language.** The contract arising out of this Agreement and all documents relating thereto, have been or will be drafted in English only by common accord among the Parties. *Les soussignés reconnaissent par les présentes qu'ils ont exigé que le contrat résultant de cette convention ainsi que tous les documents y afférant soient rédigés en langue anglaise seulement.*
- 7.17 **Force Majeure.** If either Party is rendered unable in whole or in part, by Force Majeure, to perform or comply with any obligation of this Agreement, upon giving notice and full particulars to the other Party, such obligation will be suspended during the continuance of the inability so caused and such Party will be relieved of liability for failure to perform the same during such period.
- 7.18 **Currency** – All references in this Agreement to monetary amounts are expressed in the currency of Canada.

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the date first written above.

GIMUS RESOURCES INC.

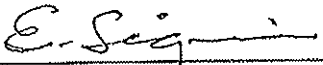
Per:



Guy Girard, President and CEO

JOURDAN RESOURCES INC.

Per:



Émilien Séguin, President and CEO

Schedule A – List of Claims

CLAIM NUMBER

CDC 2189404
CDC 2189405
CDC 2189406
CDC 2189407
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